

1 Paul J. Pascuzzi, State Bar No. 148810
Jason E. Rios, State Bar No. 190086
2 Thomas R. Phinney, State Bar No. 159435
Mikayla E. Kutsuris, State Bar No. 339777
3 FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP
4 500 Capitol Mall, Suite 2250
Sacramento, CA 95814
5 Telephone: (916) 329-7400
Facsimile: (916) 329-7435
6 Email: ppascuzzi@ffwplaw.com
jrrios@ffwplaw.com
7 tphinney@ffwplaw.com
mkutsuris@ffwplaw.com
8

9 Ori Katz, State Bar No. 209561
Alan H. Martin, State Bar No. 132301
Jeannie Kim, State Bar No. 270713
10 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
11 Including Professional Corporations
Four Embarcadero Center, 17th Floor
12 San Francisco, California 94111-4109
Telephone: (415) 434-9100
13 Facsimile: (415) 434-3947
Email: okatz@sheppardmullin.com
14 amartin@sheppardmullin.com
jekim@sheppardmullin.com
15

16 Attorneys for The Roman Catholic Archbishop of
San Francisco

17 UNITED STATES BANKRUPTCY COURT
18
19 NORTHERN DISTRICT OF CALIFORNIA
20 SAN FRANCISCO DIVISION

21 In re
22 THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,
23
24 Debtor and
Debtor in Possession.

Case No. 23-30564
Chapter 11
Date: December 4, 2025
Time: 1:30 p.m.
Location: Via ZoomGov
Judge: Hon. Dennis Montali

26 **DECLARATION OF DAVID BRILL IN SUPPORT OF FIFTH INTERIM APPLICATION**
27 **OF TRANSPERFECT LEGAL SOLUTIONS FOR ALLOWANCE OF FEES AS**
28 **PROVIDER OF LITIGATION SUPPORT CONSULTING**
AND E-DISCOVERY SERVICES TO THE DEBTOR

1 I, David Brill, declare as follows:

2 1. I am a Director, Strategic Accounts at TransPerfect Document Management, Inc.
3 and Chancery Staffing Solutions, LLC (d/b/a TransPerfect Staffing Solutions), together known as
4 TransPerfect Legal Solutions (“TransPerfect”). TransPerfect is the provider of litigation consulting
5 and e-discovery support solutions to The Roman Catholic Archbishop of San Francisco (“RCASF”
6 or the “Debtor”).

7 2. The matters stated herein are true and correct and are within my personal knowledge
8 or information provided to me by other attorneys or employees of TransPerfect, and if called upon
9 to testify as a witness, I could and would testify competently thereto.

10 3. This declaration is made in support of the *Fifth Interim Application of TransPerfect*
11 *Legal Solutions for Allowance of Fees as Provider of Litigation Support Consulting and E-*
12 *Discovery Services to the Debtor* (the “Application”). I give capitalized terms not defined here the
13 same meaning given to them in the Application.

14 4. By the Application, TransPerfect seeks an order of the Court: (a) awarding and
15 allowing interim compensation on account of litigation support consulting and e-discovery support
16 services rendered to the Debtor during the Application Period in the amount of \$10,595.50 and
17 reimbursement of expenses in the amount of \$0.00 for a total of \$10,595.50 incurred from June 1,
18 2025 through and including September 30, 2025; (b) approving and ratifying amounts paid by the
19 Debtor to TransPerfect on account of such services rendered during the Application Period in the
20 aggregate amount of \$8,476.40, or 80% of fees and 100% of expenses earned and incurred during
21 June, July, and August as set forth in the Interim Monthly Fee Statements filed with the Court
22 during the Application Period any subsequent payments for the Monthly Fee Statement in
23 September 2025; and (c) authorizing the Debtor to pay to TransPerfect the balance due on account
24 of fees awarded and allowed by the Court.

25 5. During the Application Period, TransPerfect professionals provided litigation
26 support consulting services (including related e-discovery support services) to the Debtor, at the
27 hourly rate of \$175.00. In this regard, TransPerfect has worked closely with the Debtor and
28

1 attorneys from Sheppard Mullin, Richter & Hampton LLP (“Sheppard Mullin”), co-counsel to the
2 Debtor, to respond fully and appropriately to the Committee’s discovery requests.

3 6. Specifically, TransPerfect has worked with the Debtor and Sheppard Mullin to
4 ensure appropriate and fulsome collection, and as appropriate hosting, of data; aided Sheppard
5 Mullin attorneys with their respective review and analysis of the data collected; and provided e-
6 discovery support related to production and export of appropriate and relevant documents to the
7 Committee, as set forth in the TransPerfect Service Employment Application. The Debtor has
8 required these services to ensure the efficient administration of this Bankruptcy Case, including,
9 but not limited to prompt responses to discovery requested by the Committee and other parties in
10 interest, all in furtherance of a prompt and consensual resolution of the Bankruptcy Case, if
11 possible.

12 7. Many of TransPerfect’s charges may appear at first like charges that would be costs
13 for other professionals. However, the amounts billed as fees are charges billed by TransPefect for
14 the litigation support services that it provides, not TransPerfect out-of-pocket costs. TransPerfect
15 bills its hard out-of-pocket costs separately as costs.

16 8. TransPefect did not incur any hard out-of-pocket costs billed to the Debtor.
17 Therefore, the expenses incurred during the period covered by this Application are \$0.00.

18 9. In view of the time expended, the responsibilities assumed, and the reputation and
19 skill of the Applicant’s professionals, I submit that the fees requested in the Application represent
20 the reasonable value of the services rendered on behalf of the Debtor. I believe that the services
21 rendered were necessary, and that the attorney’s fees requested constitute reasonable and necessary
22 fees.

23 10. The Application is the Applicant’s fifth interim application for compensation in the
24 Bankruptcy Case. TransPerfect has received payment from the Debtor for the fees and costs
25 allowed by the Court’s prior interim orders.

26 11. Upon a review of the Application, I find that it accurately reflects the work
27 performed by the Applicant during the Application Period.
28

1 12. Pursuant to the *Order Establishing Procedures and Authorizing Payment of*
2 *Professional Fees and Expenses on a Monthly Basis* [ECF No. 212], TransPerfect has filed and
3 served fee notices for June 2025 [ECF No. 1270], July 2025 [ECF No. 1300], August 2025 [ECF
4 No. 1361] and September 2025 [ECF No. 1410]. No objections were received with respect to the
5 June through August notices. TransPerfect has received payments in the amount of \$6,958.32 from
6 the Debtor, such that it has been paid 80% of fees and 100% of expenses with respect to the June,
7 July and August fee notices. The time for objections to the September 2025 fee notice has not yet
8 passed and TransPerfect, therefore, has not received payments for September 2025. The unpaid
9 20% holdback together with the September 2025 fees and costs total \$3,637.18. The retainer
10 balance as of September 30, 2025, was \$0.00.

11 13. There is no agreement or understanding between the Applicant and any other person,
12 other than members of the Applicant, for the sharing of compensation to be received for services
13 rendered in the Bankruptcy Case.

14 14. Attached to this declaration as ***Exhibit A*** are copies of TransPerfect's invoices,
15 which include detailed, contemporaneously maintained time entries by each professional in
16 increments of tenths (1/10) of an hour to describe the fees incurred during the Application Period
17 as well as descriptions of other fees incurred by the Debtor in accordance with the summary of key
18 rates for Services (as defined in the TransPerfect Employment Application). The invoices have
19 been filed with the Court in support of the Interim Monthly Fee Statement.

20 15. In an effort to comply with the Guidelines, TransPerfect maintains its time records
21 for project management services in increments of tenths of an hour, contemporaneously maintained
22 by the professional. As all of the services provided by TransPerfect professionals are related to the
23 Project Billing Category of "Discovery" and related services, TransPerfect did not separately
24 categorize its time records for services rendered to the Debtor.

25 I declare under penalty of perjury under the laws of the United States of America that the
26 foregoing is true and correct. Executed on October 22, 2025, at Dallas, Texas.

27 
28 _____

David Brill

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

June 1, 2025 through September 30, 2025

Billing Statements

TRANSPERFECT LEGAL

Please note that our address has changed

Bill To:

Sheppard Mullin Richter & Hampton LLP
Attn: Amanda Cottrell
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Requested By:

Amanda Cottrell
Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Invoice #: 284555

Sales Contact: Zoe [REDACTED] [REDACTED]

Invoice Date: 06/30/2025

Payment Terms: Net 30

Invoice Due: 07/30/2025

Contract #: DM0322413

Purchase Order #: RCASF Hosting June 2025

Case Name: RCASF Bankruptcy

Requested Date: 06/01/2025

Project Notes:

RCASF Hosting June 2025

Description	Quantity	Unit	Unit Cost(\$)	Extended Cost(\$)
2025 June				
Monthly Storage Fees	172.00	GB	6.000	1,032.00
Project Management	5.30	Hours	175.000	927.50
Monthly User Access Fee	3.00	Each	75.000	225.00
Digital Reef Hosting - Adv ECA	314.05	GB	2.000	628.10
2025 May - ESI				
Data Ingestion - Advanced ECA	3.81	GB	10.000	38.10
Data Export - Advanced ECA	1.96	GB	75.000	147.00
2025 June - Production: DEBTOR028				
Production	1.00	GB	250.000	250.00
Project Management	2.00	Hours	175.000	350.00
2025 June - Production: Non-DEBTORS010				
Production	1.00	GB	250.000	250.00
Project Management	2.30	Hours	175.000	402.50
2025 June - Production: DEBTOR029				
Production	1.42	GB	250.000	355.00
Project Management	1.80	Hours	175.000	315.00

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059

Payment remittance only: [REDACTED] • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

Total to Bill This Contract:	US\$4,920.20
Tax Amount:	US\$0.00
Total Amount Due:	US\$4,920.20

PAYMENT INSTRUCTIONS

Please note, TransPerfect always prefers to receive payments electronically whenever possible.

Please remit payment to:

TransPerfect Document Management, Inc.
Attn.: Accounts Receivable
1250 Broadway, 32nd Floor
New York, NY 10001
212.689.5555
[REDACTED]

Wire Transfer Details:

Flagstar Bank, N.A.
A/C #: [REDACTED] 6914
ABA Routing #: [REDACTED]
SWIFT CODE: [REDACTED]

Please reference the Contract # DM0322413 and Invoice # 284555 with your remittance.

Invoices paid by credit card are subject to a 3% processing fee.

Interest will be charged at the rate of 1.50% per month (or the maximum allowed by law) for accounts more than a month past due.

Payment made on time

Payment Due Date	Total Due
2025-07-30	US\$4,920.20

Payment made late (interest assessed)

Late Payment Date	Total Interest Penalty Amount (1.50% per month)	Total Due
2025-09-01	US\$73.80	US\$4,994.00
2025-10-01	US\$147.61	US\$5,067.81
2025-11-03	US\$221.41	US\$5,141.61

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059

Payment remittance only: [REDACTED] • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

Record Owner	Date	Time (Hr)	Chronicle	Hourly
Bhishma [REDACTED]	6/5/2025		1 20250605 - Production export and finalize	\$175
Mohammed [REDACTED]	6/5/2025		1 20250605 - Export, and Finalize production	\$175
			20250605 - Create production searches, QC fields; Run production ; 20250606 - Encrypt and	
Emily [REDACTED]	6/11/2025		1 deliver production	\$175
			20250605 - Create production searches, QC fields; Run production; 20250606 - Encrypt and	
Emily [REDACTED]	6/11/2025		1 deliver production	\$175
			20250605 - Stage/coordinate client data process and load per request from A Cottrell;	
			Coordinate imaging for production; List out all documents that were in the OneDrive;	
Emily [REDACTED]	6/11/2025		2 5 Correspondence re production volumes; Confidentiality branding, tagging in the workspace,	\$175
			20250604 - Stage/coordinate client data process and load per request from A Cottrell;	
Emily [REDACTED]	6/11/2025		0 4 Coordinate imaging for production; Correspondence re same	\$175
			20250603 - Stage/coordinate client data process and load 2 sets of data per request from A	
Emily [REDACTED]	6/11/2025		0 6 Cottrell; Coordinate imaging for production; Correspondence re same	\$175
Emily [REDACTED]	6/17/2025		0 3 20250610 - Coordinate QC ; 20250613 - Deliver production	\$175
			20250618 - Prepare searches in Relativity per request from A Cottrell; correspondence re	
Matthew [REDACTED]	6/18/2025		0 5 same	\$175
			20250618 - Stage/coordinate client data process and load per request from A Cottrell;	
Emily [REDACTED]	6/19/2025		0 6 Correspondence re custodian and production volume ; 20250619 - Coordinate imaging for	\$175
Felix [REDACTED]	6/20/2025		0 8 20250620 - Export and Finalize production DEBTOR029	\$175
Emily [REDACTED]	6/24/2025		1 20250620 - Create production searches, QC fields; Run, encrypt and deliver production	\$175
			20250620 - Re-upload production per request from A Cottrell; Correspondence w/ A Cottrell	
Emily [REDACTED]	6/24/2025		0 3 re production set, confidentiality branding	\$175
Mohammed [REDACTED]	6/24/2025		0 2 20250605 - Correspondence with I A Cottrell re confirming email	\$175
Mohammed [REDACTED]	6/26/2025		0 2 20250610 - Correspondence with I A Cottrell re confirming email	\$175
			11 4	

TRANSPERFECT LEGAL

Bill To:

Archdiocese Of San Francisco
Attn: Paula Carney
1 Peter Yorke Way
San Francisco, CA 94109
USA

Requested By:

Amanda Cottrell
Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Invoice #: 286781

Sales Contact: Zoe Saumell (zoe.saumell@transperfect.com)

Invoice Date: 07/31/2025

Payment Terms: Net 30

Invoice Due: 08/30/2025

Contract #: DM0325030

Purchase Order #: RCASF Hosting July 2025

Case Name: RCASF Bankruptcy

Requested Date: 07/01/2025

Project Notes:

RCASF Bankruptcy Hosting July 2025

Description	Quantity	Unit	Unit Cost(\$)	Extended Cost(\$)
2025 July				
Monthly Storage Fees	172.00	GB	6.000	1,032.00
Monthly User Access Fee	2.00	Each	75.000	150.00
Digital Reef Hosting - Adv ECA	314.05	GB	2.000	628.10
Project Management	0.90	Hour	175.000	157.50
Total to Bill This Contract:				US\$1,967.60
Tax Amount:				US\$0.00
Total Amount Due:				US\$1,967.60

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059
Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

1 of 2

PAYMENT INSTRUCTIONS

Please note, TransPerfect always prefers to receive payments electronically whenever possible.

Please remit payment to:

TransPerfect Document Management, Inc.
Attn.: Accounts Receivable
1250 Broadway, 32nd Floor
New York, NY 10001
212.689.5555
ar@transperfect.com

Wire Transfer Details:

Flagstar Bank, N.A.
A/C #: [REDACTED] 6914
ABA Routing #: [REDACTED]
SWIFT CODE: [REDACTED]

Please reference the Contract # DM0325030 and Invoice # 286781 with your remittance.

Invoices paid by credit card are subject to a 3% processing fee.

Interest will be charged at the rate of 1.50% per month (or the maximum allowed by law) for accounts more than a month past due.

Payment made on time

Payment Due Date	Total Due
2025-08-30	US\$1,967.60

Payment made late (interest assessed)

Late Payment Date	Total Interest Penalty Amount (1.50% per month)	Total Due
2025-10-01	US\$29.51	US\$1,997.11
2025-11-03	US\$59.03	US\$2,026.63
2025-12-03	US\$88.54	US\$2,056.14

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059

Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

Record Owner	Date	Time (Hr)	Chronicle	Hourly
			20250731 - Re-upload and deliver productions per request from A Cottrell; Correspondence	
Emily Hong	7/31/2025	0.6	re: FTP/zip passwords	\$175
Adam Dierking	7/31/2025	0.3	20250731 - Create SFTP C2044876_RCASF_External.	\$175

TRANSPERFECT LEGAL

Bill To:

Sheppard Mullin Richter & Hampton LLP
Attn: Amanda Cottrell
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Requested By:

Amanda Cottrell
Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Invoice #: 288344

Sales Contact: Zoe Saumell (zoe.saumell@transperfect.com)

Invoice Date: 08/25/2025

Payment Terms: Net 30

Invoice Due: 09/24/2025

Contract #: DM0327643

Purchase Order #: RCASF Relativity Hosting August 2025

Case Name: RCASF Bankruptcy

Requested Date: 08/01/2025

Project Notes:

RCASF Relativity Hosting August 2025

Description	Quantity	Unit	Unit Cost(\$)	Extended Cost(\$)
2025 August				
Monthly User Access Fee	2.00	Each	75 000	150.00
Monthly Storage Fees	172.00	GB	6 000	1,032.00
Digital Reef Hosting - Adv ECA	314.05	GB	2 000	628.10
Total to Bill This Contract:				US\$1,810.10
Tax Amount:				US\$0.00
Total Amount Due:				US\$1,810.10

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059
Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

PAYMENT INSTRUCTIONS

Please note, TransPerfect always prefers to receive payments electronically whenever possible.

Please remit payment to:

TransPerfect Document Management, Inc.
Attn.: Accounts Receivable
1250 Broadway, 32nd Floor
New York, NY 10001
212.689.5555
ar@transperfect.com

Wire Transfer Details:

Flagstar Bank, N.A.
A/C #: 6914
ABA Routing #:
SWIFT CODE:

Please reference the Contract # DM0327643 and Invoice # 288344 with your remittance.

Invoices paid by credit card are subject to a 3% processing fee.

Interest will be charged at the rate of 1.50% per month (or the maximum allowed by law) for accounts more than a month past due.

Payment made on time

Payment Due Date	Total Due
2025-09-24	US\$1,810.10

Payment made late (interest assessed)

Late Payment Date	Total Interest Penalty Amount (1.50% per month)	Total Due
2025-10-24	US\$27.15	US\$1,837.25
2025-11-24	US\$54.30	US\$1,864.40
2025-12-24	US\$81.45	US\$1,891.55

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059

Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

TRANSPERFECT LEGAL

Bill To:

Sheppard Mullin Richter & Hampton LLP
Attn: Amanda Cottrell
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Requested By:

Amanda Cottrell
Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue
Floor 20
Dallas, TX 75201
USA

Invoice #: 290790

Sales Contact: Zoe Saumell [REDACTED]

Invoice Date: 09/30/2025

Payment Terms: Net 30

Invoice Due: 10/30/2025

Contract #: DM0330302

Purchase Order #: RCASF Hosting SEPTEMBER 2025

Case Name: RCASF Bankruptcy

Requested Date: 09/01/2025

Project Notes:

RCASF Hosting SEPTEMBER 2025

Description	Quantity	Unit	Unit Cost(\$)	Extended Cost(\$)
2025 September				
Monthly Storage Fees	172.00	GB	6 000	1,032.00
Project Management	0.50	Hour	175 000	87.50
Monthly User Access Fee	2.00	Each	75 000	150.00
Digital Reef Hosting - Adv ECA	314.05	GB	2 000	628.10

Total to Bill This Contract: US\$1,897.60

Tax Amount: US\$0.00

Total Amount Due: US\$1,897.60

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059
Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

PAYMENT INSTRUCTIONS

Please note, TransPerfect always prefers to receive payments electronically whenever possible.

Please remit payment to:

TransPerfect Document Management, Inc.
Attn.: Accounts Receivable
1250 Broadway, 32nd Floor
New York, NY 10001
212.689.5555
ar@transperfect.com

Wire Transfer Details:

Flagstar Bank, N.A.
A/C #: 6914
ABA Routing #:
SWIFT CODE:

Please reference the Contract # DM0330302 and Invoice # 290790 with your remittance.

Invoices paid by credit card are subject to a 3% processing fee.

Interest will be charged at the rate of 1.50% per month (or the maximum allowed by law) for accounts more than a month past due.

Payment made on time

Payment Due Date	Total Due
2025-10-30	US\$1,897.60

Payment made late (interest assessed)

Late Payment Date	Total Interest Penalty Amount (1.50% per month)	Total Due
2025-12-01	US\$28.46	US\$1,926.06
2026-01-01	US\$56.93	US\$1,954.53
2026-02-02	US\$85.39	US\$1,982.99

TRANSPERFECT LEGAL SOLUTIONS IS A DIVISION OF TRANSPERFECT
TRANSPERFECT GLOBAL HQ • 1250 BROADWAY, 32ND FLOOR, NEW YORK, NY 10001
T +1 212.689.5555 F +1 212.689.1059

Payment remittance only: AR@transperfect.com • Enquiries: GlobalCollections@transperfect.com or your Sales Contact
WWW.TRANSPERFECT.COM

Record Owner	Date	Time (Hr)	Chronicle	Hourly
Matthew Sherman	9/25/2025		20250925 - Prepare search in Relativity per reques 0.5 from A Cottrell; correspondence re: same.	\$175
		Total 0.5		